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 12 DIRECTTOU, LLC and ALLIANCE
 ENTERTAINMENT, LLC

13 **IN THE UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA**

15 JONATHAN HOANG TO, JEFFRY HEISE,
 16 and JOSEPH MULL, individually and on
 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 DIRECTTOU, LLC and ALLIANCE
 20 ENTERTAINMENT, LLC,

21 Defendants.

CASE NO.: 3:24-CV-06447-WHO

**DIRECTTOU, LLC'S AND ALLIANCE
 ENTERTAINMENT, LLC'S
 OPPOSITION TO PLAINTIFFS'
 MOTION TO APPOINT INTERIM
 CO-LEAD CLASS COUNSEL**

Hearing: June 4, 2025
 Time: 2:00 PM

22 Defendants DirectToU, LLC ("DirectToU") and Alliance Entertainment, LLC ("Alliance")
 23 (collectively, "Defendants") oppose Plaintiffs Jonathan Hoang To, Jeffrey Heise, and Joseph
 24 Mull's ("Plaintiffs") Motion to Appoint HammondLaw, P.C. and Hedin LLP as Interim Co-Lead
 25 Class Counsel (ECF No. 79) ("Motion to Appoint") because Plaintiffs have all agreed to arbitrate
 26 their claims on an individual basis. On March 10, 2025, Defendants moved to stay this case and
 27 compel individual arbitration. (*See* ECF Nos. 80, 80-1, 81, 82.). Because Plaintiffs' claims belong
 28

1 in arbitration for all the reasons explained in that motion and the associated briefing and
 2 declarations, and because the arbitration agreement specifies that claims may be brought only on
 3 an individual basis, the relief Plaintiffs are seeking in relation to the Motion to Appoint is
 4 inappropriate. This case cannot proceed in litigation at all, much less on a class basis, and
 5 appointing anyone as interim class counsel consequently is inappropriate because it is inconsistent
 6 with Plaintiffs' contractual obligation to pursue their claims only in arbitration, and only on an
 7 individual basis.¹

8 Defendants further note that Plaintiffs' Motion to Appoint makes misrepresentations about
 9 the status of the Parties' settlement discussions. In support of their Motion, Plaintiffs state that:
 10 "Plaintiffs' counsel continues to engage in efforts with Defendants' counsel to negotiate a fair,
 11 reasonable, and adequate resolution to this litigation on behalf of the Proposed Class" (ECF No.
 12 79 at 1) and that "the Firms are actively engaged in discussions with Defendants' counsel ... with
 13 the goal of resuming the parties' settlement negotiations in the near term" (ECF No. 79-1,
 14 Hammond Decl., ¶ 7). These representations are false. Defendant suggested a settlement
 15 conference with a magistrate judge in January 2025, and Plaintiffs' counsel refused to discuss
 16 settlement unless Defendant would first agree that Plaintiff could conduct third-party discovery.
 17 (ECF No. 60-1, Declaration of Bonnie Keane DelGobbo, ¶¶ 7-8.) Because Plaintiffs' counsel have
 18 employed a "my way or the highway" approach, no settlement discussions have taken place since
 19 that time.

20 Dated: March 17, 2025

Respectfully submitted,

BAKER & HOSTETLER LLP

23 By: /s/ Bonnie Keane DelGobbo
 Bonnie Keane DelGobbo

24 *Attorneys for Defendants*
 25 DIRECTTOU, LLC and ALLIANCE
 26 ENTERTAINMENT, LLC

27 ¹ To the extent that this action remains pending in this Court, Defendants reserve all defenses on the merits and to
 28 class certification, including but not limited to defenses related to the adequacy of Plaintiffs and their counsel.